

LEGAL REPRESENTATIVES OF CHAUNCY. M. LOCKWOOD.

FEBRUARY 15, 1889 —Committed to the Committee of the Whole House and ordered to be printed.

Mr. MANSUR, from the Committee on Claims, submitted the following

REPORT:

[To accompany bill S. 726.]

The Committee on Claims, to whom was referred the bill (S. 726) for the relief of Chauncy M. Lockwood, or his legal representatives, having had the same under consideration, respectfully report as follows:

That five times this claim has been favorably reported to the Senate from its Committee on Post-Offices and Post-Roads, with no adverse report in that body. The facts are fully set out in report No. 49, second session Forty-second Congress, and your committee being well satisfied with said report adopt it as their own. It is as follows:

[Report No. 49, Forty-second Congress, second session.]

That on the 9th day of March, 1868, the Postmaster-General advertised for proposals to carry the mail over route No. 16637 from Salt Lake, in Utah Territory, to The Dalles, in the State of Oregon, a distance of 875 miles, six times a week, and back. On the 13th day of June, 1868, the bids were opened, and that of C. M. Lockwood being the lowest, was accepted, and the contract awarded to him for the sum of \$149,000 per annum, the service to commence on the 1st day of October, 1868, and terminate on the 30th day of June, 1870. On the 24th day of August, 1868, Mr. Lockwood executed a contract, with sureties, as required by law, and carried the mails from the 1st day of October, 1868, to the 17th day of June, 1869, when the service was curtailed and made to begin at Indian Creek, or Kelton, a point on the Central Pacific Railroad, and the sum of \$18,732 per annum was deducted from the pay, leaving it at \$130,278 per annum.

On the 13th day of June, 1868, when the contract was awarded to Mr. Lockwood, an act of Congress, approved, March 25, 1864, was in force, whereby it provided "that all mailable matter which may be conveyed by mail westward beyond the western boundary of Kansas, and eastward from the eastern boundary of California, shall be subject to prepaid letter-postage rates." The object of this law was to compel all printed mailable matter to be carried in sea-going steamers by way of the Isthmus of Panama to San Francisco, and thus lessen the weight of the overland mails. On the 25th of June, 1868, an act of Congress was approved repealing the above recited section, to take effect on the 30th day of September, 1868, and the consequence was that all printed mailable matter, which before that time had been transported by sea to the Pacific coast, as well as that sent eastward from the Pacific States and Territories, was transferred to the overland route, and its aggregate bulk and weight vastly increased. The same effect followed the repeal of that law on the route from Salt Lake to the Dalles, though not to the same extent as on the overland route to California and Nevada.

It may not be inappropriate here to state that on the 13th day of June, 1868, the same day the contract was awarded to Mr. Lockwood to carry the mails from Salt Lake to the Dalles, the Post-Office Department entered into a contract with Carlton Spauld for carrying the mails from Cheyenne, in Dakota Territory, to Virginia City, in Nevada, for the sum of \$335,000 per annum. When Congress, on the 25th day of June, 1868, repealed the act of March 25, 1864, to take effect on the 30th of September following, Mr. Spauld refused to comply with his contract, and the Post-Office Department, in order to have the mails properly carried, was under the necessity of accepting, and on the 21st day of October, 1868, did accept, the proposition of Wells,

Fargo & Co., who offered to "carry the mails daily for one year from date, or until the two railroads meet, at the rate of \$1,750,000 per annum, subject to reductions *pro rata* for every section of fifty miles of railroad completed and reported to the Post-Office Department ready to carry the mails."

Charges were afterward made that the Postmaster-General acted improperly in entering into the contract with Wells, Fargo & Co. for so large a sum of money over and above the amount agreed to be paid to Carlton Spaid; but upon an investigation of the matter by the Committee on Public Expenditures, in the House of Representatives, on the 27th day of February, 1869, that officer was exonerated from all the accusations preferred against him. Among other things, that committee, in their report, say:

"On June 25, 1868, Congress repealed the act of March 25, 1864, to take effect on the following September 30, and thereby opened this route to the entire mails of the Pacific coast. This was done against the earnest remonstrance of the chairman of the Committee on the Post-Office and Post-Roads of the House (Mr. Farnsworth), who professed to represent the views of the Post-Office Department. He objected to the repeal of the law that it would vitiate or interfere with the contract already made, and would probably cost the Government at the rate of \$900,000 a year for the whole distance, by throwing so much mail matter upon this difficult and expensive route.

"It very soon became manifest that Mr. Spaid would not carry out his contract according to its terms. Indeed, he could not be expected to do it. His bid was based upon the letter mail alone, and the stipulated compensation was adequate to that. He had bound himself to carry all the increase, but when that increase was caused by the act of the Government after the date of his contract, and amounted to 400 or 500 per cent., he was certainly not morally bound to fulfil his contract, if, indeed, he could be legally held to it.

"Under these circumstances two very proper courses of conduct were open to Mr. Spaid: first, to throw up his contract as soon as the act of Congress came to his knowledge; or, second, to carry the mail with the increase and to look to Congress for an appropriation to pay him the increase."

When it was proposed to repeal the act of March 25, 1864, Mr. Farnsworth, the chairman of the Committee on Post-Offices and Post-Roads, earnestly opposed the measure, for the reason that its repeal would greatly increase the cost of carrying the mails. His remarks during the discussion, as reported in the *Daily Globe* of June 20, 1868, are as follows:

"MR. FARNSWORTH. If I can have the attention of the House for a moment I will state briefly the points about this bill. The House passed a bill removing the restriction which was imposed by the act of 1864, I believe, which required that printed matter should pay letter-rates between the western boundary of Kansas and the eastern boundary of California, where it had to be carried by stages, except that newspapers, magazines, and periodicals are carried there, as everywhere else, to regular subscribers from the office of publication. The present contract expires in the fall, in October, I believe. The Senate have amended the bill so as to make it take effect in the fall, and sent it back to the House.

"Upon examination of the bids put in at the Department for carrying the mails for the next four years, and on inquiry with reference to the intentions of the parties who have bid for carrying the mails—the bids for the letter-mails being already in—we find this fact: that the difference of expense will be about \$1,000,000 if we remove this restriction and allow the publishers of books, magazines, etc., to send by mail their packages to dealers in the various places in these remote territories. The House will see at a glance that they would load down the stage-coaches and make the mails very bulky and heavy, and the contractors can not afford to carry this immense load of matter at the same rate at which they are now carrying the letters and newspapers, etc., to the regular subscribers.

"The Committee on the Post-Office and Post-Roads considered this question, and also, I believe, considered it in conjunction with the committee on the part of the Senate, on one occasion when I was not present, at the Post-Office Department, a few days ago, and they instructed me to make the motion, when this bill was reached, to refer it to the Committee on the Post-Office and Post-Roads. They came to the conclusion that it is not worth while to saddle the Department with this extra expense at present."

Again:

"MR. FARNSWORTH. I am only desirous the House should understand this matter. I have here now the figures showing the difference in these bids. These contracts before were let very soon. The contractors must make provision for their forage before the season is far advanced. There are five bids for carrying this mail. Wells, Fargo & Co., \$1,300,000, with the understanding that they are to carry printed matter if we pass this bill. There are four other bids, and the highest of which is \$460,000, being \$900,000 less than the bid of Wells, Fargo & Co. These other bidders made these bids with reference to the law as it is now, excluding heavy mail matter. The House will under-

stand that the law now does not exclude newspapers and periodicals to regular subscribers. It cuts a little hard on the book trade and the publication offices, the men who are dealing in these articles. The question for the House is whether we shall now add this \$900,000 to the expenses of the Department or wait a little. As fast as this railroad is completed these things are all carried, and in the course of a year very likely we may be able to amend the law without saddling this amount of expense upon the country. I now call the previous question."

It will thus be perceived that the chairman of the House Committee on the Post-Office and Post-Roads, the Postmaster-General, and the House Committee on Public Expenditures were all of the opinion that the act of Congress repealing the act of March 25, 1864, vitiated the contracts already entered into, and absolved the contractors from their performance. And, indeed, this would seem to be a correct inference, judging from well-settled principles of law. A contract is to be interpreted and enforced in accordance with laws existing at the time of the agreement; and the law in force at the time of making is always considered as entering into and forming part of the contract itself. Judged by this standard, Chauncy M. Lockwood agreed virtually to carry only the letter mail on route No. 16637 during the term of his contract; and although in that contract he obligated himself "to transport the whole of said mail, whatever may be its size, or weight, or increase, during the term of his contract," yet it must be construed to be the natural increase, such as would have taken place had the law of 1864 remained unrepealed. It is true Mr. Lockwood did not, like Mr. Spauld, avail himself of his right to be absolved from the performance of his contract with the Post-Office Department, but he is none the less entitled to payment for the additional expenses incurred by him in the faithful fulfillment of it.

In support of his claim for additional compensation Mr. Lockwood has presented his sworn statement, supported by the affidavits of H. J. Waldron, B. B. Bishop, B. P. Patterson, E. C. Brainard, W. F. McCrary, and Thomas E. Logan, postmasters along the mail route, and also the affidavit of John Hailey, tending to prove that the mails carried were more than doubled in amount after the 10th of October, 1868. Copies of these affidavits are hereto attached and made part of this report, and also a copy of a communication addressed by the Postmaster General to Hon. C. Cole, United States Senator, dated May 4, 1870, commenting on these affidavits. It was hardly necessary to establish, by testimony, the fact that the mails were more than doubled in bulk and weight after the repeal of the act of March 25, 1864, for it is admitted by the Post-Office authorities, and known to every one conversant with postal affairs, that at least four-fifths of all the mailable matter on any route consists of documents, books, periodicals, newspapers, and other printed material. The claimant, Mr. Lockwood, has also made a statement, verified by his own oath, and supported by the affidavits of John Hailey, Hill Beachy, James R. Robbins, C. C. Huntley, Bradley Barlow, and F. P. Sawyer, tending to show the amount of stock, material, and expense of carrying the mails on route 16637 under the contract as made on the 13th day of June, 1868; and also the actual expenses of carrying the same after the repeal of the act of March, 1864. This statement and the affidavits in support thereof are hereto attached and made a part of this report. From that statement it appears that the additional expenses incurred in carrying the increased mail matter were much greater than the amount claimed in Senate bill 241. It must be admitted, however, that the statement of expenditures is quite too general to enable the committee to arrive at an accurate conclusion as to the exact amount of additional cost and expense which Mr. Lockwood had to pay on account of the repeal of the act of 25th March, 1864. Nor do the affidavits before referred to throw much additional light upon the subject. They do not give a detailed statement of what, and how much, Mr. Lockwood had to pay in consequence of the repeal of the act referred to. They merely state, in a general way, that they are acquainted with the route over which the stage-coaches ran; and, from their knowledge, they believe that the statement of Mr. Lockwood is correct. It would be much more satisfactory to the committee if the items, or at least the principal items of expenditure, had been set forth in the affidavits. They are satisfied that a very considerable amount of money is justly and equitably due to the claimant; but how much they are unable to determine with anything like exactness.

It may not be amiss here to state that at the time Mr. Lockwood entered into his contract to carry the mails the Government was paying \$150,000 per annum to the Atlantic and Pacific Mail Steamship Company for carrying the printed mail matter three times a month to San Francisco, which amount was saved by the repeal of the act of March 25, 1864, while the additional burden of carrying this printed mail matter was imposed upon Lockwood, and upon Wells, Fargo & Co., who succeeded to the contract of Spaulds.

It may be further stated that the contract price for carrying the mails over the route from Salt Lake to the Dalles, both before and after the contract entered into by Lockwood, was considerably more than was paid to him for the same service. From October 1, 1866, to September 30, 1868, the pay of the contractors, Ben. Holladay and

Wells, Fargo & Co., was \$316,000 for six times a week service, and this, too, while the printed mail matter was carried by sea.

As before stated, by the terms of the contract between the Post-Office Department and Mr. Lockwood, entered into on the 13th day of June, 1868, to commence on the 1st day of October, 1868, and terminate on the 30th day of June, 1870, he was to be paid at the rate of \$149,000 per annum for carrying the mails from Salt Lake to the Dalles, but on the 17th day of June, 1869, an order was made curtailing this route to begin at Kelton, decreasing the distance 110 miles, and the pay of the contractor \$15,722, leaving Mr. Lockwood's pay \$130,278 for six times a week service over 765 miles of road; although it is said that he carried the mails seven times a week instead of six, as required by the terms of his agreement.

Under advertisement of September 30, 1869, this route was advertised from Kelton to the Dalles, 765 miles and back, six times a week, and was let to Messrs. Parker, Fuller & Barlow at \$192,000 per annum. On the 17th day of June, 1871, one additional trip per week was ordered, and the contractors allowed \$32,000 additional per annum, making the pay \$224,000 for seven times a week service.

It is true that the compensation to be paid to Mr. Lockwood depends upon the terms of his own contract, and not upon the amount paid to his predecessor nor to his successor; and yet, after all, where additional burdens were imposed on him by act of Congress, not contemplated when the contract was made, it may well be said that in equity he ought to be paid something like the same compensation as has been paid to his successor for a like service over the same route.

The committee therefore recommend that the amount of the difference between the rate per annum received by said Lockwood and the rate per annum received by the present contractors for carrying the mails over the same length of route be paid to C. M. Lockwood during the time he carried the mails under his contract with the Postmaster-General.

Affidavits.

DALLES CITY, OREGON, *October 11, 1869.*

I, H. J. Waldron, postmaster at The Dalles, Oregon, do hereby certify that, to my own knowledge, the weight and bulk of United States mail matter over mail-route 16637, from Salt Lake City, Utah Territory, to The Dalles, Oregon, was, within ten days after the 1st day of October, 1868, increased, has continued to be more than double the amount daily, and oftentimes a much greater increase, up to this date, in consequence of the paper and documentary mail having been thrown upon this route, which had not been at any time transported over this route previous to the 1st day of October, 1868, being the date of commencement of service under contract between Chauncy M. Lockwood and the United States Post-Office Department, for the transportation of United States mail matter over the route aforesaid. And I further certify that said service and transportation has been performed since the 1st day of October, 1868, up to date, with regularity and dispatch.

H. J. WALDRON,
Postmaster, The Dalles, Oregon.

UMATILLA, OREGON, *October 12, 1869.*

I, B. B. Bishop, late postmaster at Umatilla, Oregon, do hereby certify that, to my own knowledge, the weight and bulk of the United States mail matter over mail-route 16637, from Salt Lake City, Utah, to The Dalles, Oregon, was, within ten days after the 1st day of October, 1868, increased, has continued to be more than double the amount daily, and oftentimes a much greater increase, up to this date, in consequence of the paper and documentary mail having been thrown upon this route, which had not been at any time transported over this route previous to the 1st day of October, 1868, being the date of commencement of services under contract between Chauncy M. Lockwood and the United States Post-Office Department, for the transportation of United States mail matter over the route aforesaid. And I further certify that said service and transportation has been performed since the 1st day of October, 1868, up to date, with regularity and dispatch.

B. B. BISHOP,
Late Postmaster at Umatilla, Umatilla County, Oregon.
L. H. ADKINS,
Postmaster from August 7, 1869, at Umatilla, Oregon.

LA GRANDE, OREGON, *October 10, 1869.*

I, B. P. Patterson, postmaster at La Grande, Oregon, do hereby certify that, to my own knowledge, the weight and bulk of United States mail matter over route 16637, from Salt Lake City, Utah, to The Dalles, Oregon, was within ten days after the 1st day of October, 1868, increased, has continued to be more than double the amount daily, and oftentimes as much greater increase, up to this date, in consequence of the paper and documentary mail having been thrown upon this route, which had not been at any time transported over this route previous to the 1st day of October, 1868, being the date of commencement of service under contract between Chauncy M. Lockwood and the United States Post-Office Department, for the transportation of United States mail matter over the route aforesaid. And I further certify that said service and transportation have been performed since the 1st day of October, 1868, up to date with regularity and dispatch.

B. P. PATTERSON,
Postmaster.

OCTOBER 11, A. D. 1869.

I, E. C. Brainard, postmaster at Union, Oregon, do hereby certify that, to my own knowledge, the weight and bulk of United States mail matter over mail-route 16637, from Salt Lake City, Utah Ter., to The Dalles, Oregon, was, within ten days after the 1st day of October, increased, has continued to be more than double the amount daily, and oftentimes a much greater increase up to this date, in consequence of the paper and documentary mail having been thrown upon this route, which had not been at any time transported over this route previous to the 1st day of October, 1868, being the date of commencement of service under contract between Chauncy M. Lockwood and the United States Post-Office Department for the transportation of the United States mail matter over the route aforesaid. And I further certify that said service and transportation have been performed since the 1st day of October, 1868, up to date with regularity and dispatch.

E. C. BRAINARD,
Postmaster, Union.

I, Wm. F. McCrary, postmaster at Baker City, Oregon, do hereby certify that, to my own knowledge, the weight and bulk of United States mail matter over mail-route 16637, from Salt Lake City, Utah Territory, to The Dalles, Oregon, was, within ten days after the 1st day of October, 1868, increased, has continued to be more than double the amount daily, and oftentimes a much greater increase, up to this date, in consequence of the paper and documentary mail having been thrown upon this route, which had not been at any time transported over this route previous to the 1st day of October, 1868, being the date of commencement of service under contract between Chauncy M. Lockwood and the United States Post-Office Department for the transportation of United States mail matter over the route aforesaid. And I further certify that said service and transportation have been performed since the 1st day of October, 1868, up to date with regularity and dispatch.

WM. F. MCCRARY,
Postmaster, Baker City, Oregon.

BOISÉ CITY, IDAHO TERRITORY, *December 27, 1869.*

I hereby certify, of my own personal knowledge, that the United States mail matter transported over mail-route No. 16637, from Salt Lake City to The Dalles, Oregon, was increased on or about the 10th day of October, 1868, at this office, to more than double the amount in weight and bulk which had ever been before transported upon that route, and said mail matter has continued to increase up to this date. We also certify that the present contractor, C. M. Lockwood, has carried or caused to be carried the mails over said route with regularity and in good condition, and without failure within schedule time. His promptness and efficiency are worthy the highest consideration.

Dated at Boisé City, Idaho, this December 27, A. D. 1869.

THOMAS E. LOGAN,
Postmaster Boisé City, Idaho Territory.
B. F. LAMKIN,
Deputy Postmaster, Boisé City, Idaho.

TERRITORY OF IDAHO, *County of Ada, ss:*

John Hailey, being first duly sworn, says that he is a citizen of the United States, and resides at Boise City, in the Territory of Idaho; that since the year 1865 he has been employed by the various contractors in transporting the United States mail on route No. 16637, from Salt Lake City to The Dalles, in Oregon; that he has been acquainted personally with the weight and amount of mail matter carried over said route down to the present time, and that he is now employed in carrying said mail for C. M. Lockwood, the present contractor. And he says that on or about the 10th day of October, 1868, the amount of mail matter suddenly increased to double and treble what it had ever been before, and has continued to increase up to the present time; that it requires at least double the quantity of stock on the route that it formerly did to transmit the mails, and that a just compensation for the increased service should not be less than \$100,000 per annum. Affiant further says that he is engaged in the business of running stages, and has been for the last six years, in the Territories of Idaho and Washington, and the State of Oregon, and that the above estimate is based upon the personal knowledge of affiant of the cost of transportation by stage through the region of country embraced in the route of said Lockwood; and further saith not.

JOHN HAILEY.

Subscribed and sworn to before me this the 29th day of December, A. D. 1869.

[SEAL.]

E. J. CURTIS,

*Secretary of Idaho.*POST-OFFICE DEPARTMENT, *Washington, D. C., May 4, 1870.*

SIR: The "petition and accompanying papers of Chauncy M. Lockwood, praying for increased compensation for carrying the mail between Salt Lake City and The Dalles, Oregon, owing to the increased weight of the mail, occasioned by action of Congress, had subsequent to the award of his contract, by which printed matter, formerly sent by sea, was transferred to the route awarded to the petitioner," left by you at the Department, have been examined, and agreeably to your verbal request, the following statement is submitted:

Under an advertisement issued March 9, 1868, C. M. Lockwood was the lowest bidder for carrying the mails on the route in question, being from Salt Lake to The Dalles, 875 miles, six times a week, and back, at \$149,000 per annum. Service from October 1, 1868, to June 30, 1870, one year and three-quarters. The acceptance of the proposal was on the 15th of June, 1868, and on the 24th of August succeeding he executed a contract, with sureties, as required by law. On the 17th of June, 1869, the service was curtailed to begin at Indian Creek, or Kelton, a point on the Central Pacific Railroad, just then completed, and the sum of \$18,732 per annum deducted from the pay, leaving it at \$130,278 per annum.

By the fourth section of an act of Congress, approved March 25, 1864, it is provided "that all mailable matter which may be conveyed by mail westward, beyond the western boundary of Kansas, and eastward, from the eastern boundary of California, shall be subject to prepaid letter-postage rates," and by act approved June 25, 1868, the above section is made "to cease and determine on and after the 30th day of September, 1868."

It is on this action of the legislative will that this claim is based, the allegation being that the removal of the charge of letter-postage on printed mail matter caused so large an influx of such matter on the route as to double the weight previously carried, and on which the contractor had founded his calculations when making his bid. In support of his statement as to the increased weight of mails after the repeal of the act mentioned, the petitioner presents certificates of five postmasters in Oregon, all in the same language, saying that, to their "own knowledge," "the weight and bulk of the mail matter" was, "within ten days after the 1st of October, 1868, increased, has continued to be more than double the amount daily, and oftentimes a much greater increase up to this date." A similar statement is made by the postmaster and two citizens of Boise City, Idaho, but by no one is the bulk of the original mail given so that an idea can be formed of the actual weight either before or after the change in the law. Its weight may have been doubled, as alleged, and yet have imposed no severe burden on the horses and coaches which it is stated were employed in its conveyance. If, for instance, the mails were originally 100 or 200 pounds in weight, and were doubled by the operation of the repealing act of Congress, the whole weight would not have been more than is usually carried on a coach with four horses. In no event would they have so increased as to justify the extravagant sum claimed. The stock once purchased and the arrangements made for the conveyance of, say 500 pounds of mail, it can not be pretended that a similar outlay is required for the conveyance of another 500. It should be remembered, also, that heavy mails, comprising public documents,

magazines, books, and papers, originate in the cities of the East—Washington, New York, etc.—and are carried West, very few, or none, traveling from the West to the East, so that the return trips of this service could not have been overburdened from this cause. In proof that these postmasters, and particularly those at The Dalles, Umatilla, and other places in Oregon, must have spoken hastily and at the dictation of others, in stating that these mails were doubled in weight “within ten days after the 1st of October, 1868,” it may be mentioned that the great chain of railroad across the continent was not then completed, and it was not possible for these extra mails to have reached those distant places from Washington, New York, etc., in ten days, the schedule time alone from Salt Lake to The Dalles being nine days, and a longer time must have been consumed in reaching Salt Lake.

As stated, the act repealing the fourth section of the act of March 25, 1864, passed June 25, 1868, and two months thereafter, viz, August 24, the petitioner executed a contract for the fulfillment of his obligations, by the first article of which he covenants with the United States “to carry said mail with certainty, celerity, and security, using therefor such means as may be necessary to transport the whole of said mail, whatever may be its size, or weight, or increase, during the term of this contract.”

With this detail of the facts, it remains for Congress to say if this claimant is entitled to the relief he demands, or to any relief.

The petition and papers are herewith returned.

Respectfully, your obedient servant,

JNO. A. J. CRESWELL,
Postmaster-General.

Hon. C. COLE,
Of California, Senate.

DISTRICT OF COLUMBIA, *County of Washington*, ss:

John Hailey, being first duly sworn according to law, deposes and says that he is a citizen of the United States, and that his residence is at Boise City, in the Territory of Idaho, and his occupation that of running stages. He further says that he has been engaged in said business for the last six years, and is now running a line through Idaho Territory and the State of Oregon; that he is well acquainted with the cost of stock and material for staging, and with the necessary expenses of running stages thereon; that he is well acquainted with the line embraced in the contract of C. M. Lockwood, mail contractor, from the Overland Railroad to Dalles, in Oregon; that he has examined the foregoing statements of C. M. Lockwood in regard to the expenses of said line, and says they are just and true; and that the prices charged are, to the personal knowledge of this affiant, not above, in any case, the actual cost; and further affiant saith not.

JOHN HAILEY.

Subscribed and sworn to before me this 28th day of February, A. D. 1870.

[SEAL.]

FRED'K KOONES,
Notary Public.

DISTRICT OF COLUMBIA, *County of Washington*, ss:

Hill Beachy, being first duly sworn according to law, deposes and says that he is a citizen of the United States, and resides in the Territory of Idaho; that for four years past he has been engaged in the business of owning and running stages in the Territory of Idaho and the State of Nevada; that he is well acquainted with the cost and prices of stock and material for staging in the Territory of Idaho, and with the cost of running stages, including wages, board, etc.; that he is acquainted with the route of C. M. Lockwood, from the Overland Railroad to Dalles, in Oregon; that he has read and examined the statements of expenses on said line, submitted in the annexed paper, signed by said Lockwood; and the affiant states from his personal knowledge of the cost of like material, and other expenses embraced in said statements, that they are just and reasonable, and are not above the actual cost; and further saith not.

HILL BEACHY.

Subscribed and sworn to before me this 28th day of February, A. D. 1870.

[SEAL.]

FRED'K KOONES,
Notary Public.

DISTRICT OF COLUMBIA, *City and County of Washington*, ss:

James R. Robbins, being duly sworn, deposes and says that he is a citizen of the United States, and a resident and inhabitant of the city of Seattle, in the Territory of Washington; that he has resided in said Territory for the last fifteen months, and that

previous to residing in said Washington Territory he resided in Oregon ever since the year eighteen hundred and fifty-eight (A. D. 1858); that he is well acquainted with the mail route from Kelton, Utah, to The Dalles, in Oregon, and with the country through which said route runs, and has been so for several years; that he is well acquainted with the memorialist, Chauncy M. Lockwood, the contractor carrying the United States mail on and oversaid route, and was frequently oversaid route, both while the said Lockwood was engaged carrying the mail thereon, and before; that deponent, while residing in Oregon, was for some time a contractor engaged in transporting merchandise over a portion of said route and was also engaged in the mercantile business; that for a considerable distance on said route persons engaged in transportation over said route had to convey and carry with them provender for horses, there being no way of obtaining the same in such parts of said route; deponent says that said route was a daily line for the carrying of the United States mail, and he remembers about the time when by a change in the regulations of the Post-Office Department the amount, weight, and bulk of mail matter transported on and over said route was vastly increased; and deponent further says that, from his knowledge of said route and the country through which it runs, and its resources and capabilities, and from his experience in the business of transportation in that country, and taking into consideration the changes necessarily to be made in size of conveyances, in increased number and pay of drivers and other help, and in the necessary appliances connected with a stage line the increased cost of running a daily line of four-horse conveyances on the said route, over and above the cost of running two-horse coaches, would be not less than one hundred and twenty-five thousand dollars (\$125,000) a year according to the best judgment of deponent and as he verily believes.

JAS. R. ROBBINS.

Subscribed and sworn to before me this 19th day of January, A. D. 1872.

[SEAL.]

CHAS. CONS. CALLAN,
Notary Public.

STATE OF NEW YORK, *County and City of New York*, ss:

I, Charles C. Huntley, of the Territory of Idaho, being first duly sworn according to law, do depose and say that I am familiar with the duties and obligations of a United States mail contractor, and have been engaged in carrying the United States mails during the last six years; and that I am perfectly familiar with the mail route extending from Kelton, in the Territory of Utah, to the Dalles, in the State of Oregon; and am at this time one of the contractors and the general managing agent of the said route, formerly route No. 16637, and now No. 16622. Deponent further says that he has thoroughly examined the memorial and other papers in the case of Chauncy M. Lockwood, praying compensation for additional mail service performed by him on the said route, and believes from his knowledge of the additional service over and above what his contract required, owing to the repeal of the law of 1864, that the said C. M. Lockwood is entitled to the indemnity asked for in the said memorial; and that he actually expended the said sum over and above what his contract required of him, if the service had remained as at the period of the awarding of the said contract, and before the repeal of the said law of 1864. And deponent further says that, of his own personal knowledge, prior to the repeal of the said law of 1864 the United States mails were transported over the aforementioned route in a jerkey; and that, after the said repeal of the said law, the claimant was compelled to put on the route four and six horse coaches; and that, because of the then high prices of stock, labor, and supplies of all kinds, the said C. M. Lockwood was at vastly increased expenses over what he could have expected when entering upon the service on said route; and that the weight of the mails per trip going west on the said route is about 1,200 pounds each ady; and that the weight of the mails and the mail-bags on the eastward trips weigh about 400 pounds daily. And from these reasons the deponent further says that he verily believes that the said Chauncy M. Lockwood is justly entitled to recover the amount claimed in his said memorial.

C. C. HUNTLEY.

Sworn to before me this 23d day of January, 1872.

[SEAL.]

N. C. BISHOP,
Notary Public for New York City.

DISTRICT OF COLUMBIA, *City of Washington*, ss:

Bradley Barlow, being duly sworn, deposes and says he is a contractor, engaged in carrying the United States mail on several routes on the Pacific slope, and has been for several years engaged in, and connected with, the business of carrying the mail under

contracts with the Post-Office Department, and he is generally acquainted with that business, its requirements, cost, and expense, from many years' attention and experience. Deponent remembers about the time, namely, in the early part of October, 1868, when the change was made in the post-office laws, whereby the printed mail matter was sent overland instead of by sea; and from his best information and belief the result of said change was to increase several fold the quantity, weight, and bulk of the mail matter sent over the daily mail route from Kelton, in the Territory of Utah, to the Dalles, in the State of Oregon, on which route Chauncy M. Lockwood was the contractor; and from deponent's information and belief the said increase of mail matter on said route made necessary a change in vehicles, an increase in number of men and horses employed, and, in fact, an increase of all the means, facilities, and appliances used in that service. In the country through which a great part of said route extends nothing was raised, and feed had to be transported by the contractor. Deponent further says, taking for granted, as he verily believes the facts were, that the said increase of mail matter compelled a change in the vehicles or conveyances as aforesaid; then, of necessity, the cost of said service on said route was greatly increased, involving a large increase of the number of men and animals employed, and an entire change of vehicles, so as, in my judgment, to at least double the expense and cost of mail service to the contractor. And deponent says he is in nowise interested, directly or indirectly, in the application made by said C. M. Lockwood to Congress for relief, or in the result of said application.

BRADLEY BARLOW.

Subscribed and sworn to before me this 1st day of February, A. D. 1872.

[SEAL.]

H. CLAY JOHNSON,
Notary Public.

GEORGETOWN, D. C., February 19, 1872.

To whom this may concern :

I hereby certify that I am, and have been, engaged in the stage business in the Southwest, carrying the United States mails most of the time for thirty years, sometimes over as much as 3,500 miles of road, and I have carefully examined the statement made by C. M. Lockwood, esq., as to expenses, etc., on route No. 16637, and I think said statement very reasonable. Where I have carried on said business, and had from fifty to two hundred teams together on heavy work, heavy mails, etc., I find to pay all expenses it will average about \$2,500 a year for each and every four-horse team running 12 miles every day; this will be varied some by the prices of forage, etc. I find Mr. Lockwood has itemized his statement of expenses, but it amounts to about the same, that is, \$2,500 per annum for each and every team, perhaps a little more. The prices now at Concord, N. H., where I have always bought my coaches and harnesses, and the largest coach factory now in the United States, and for the regular overland wagon is \$625 for a four-horse wagon to carry nine inside, the prices now for a regular nine-passenger post-coach at the shops is \$900. Harness, by the lot of twenty set or more, is now \$75 a set for a four-horse team. I shipped several new passenger coaches last year from Concord to Baxter Springs, Kans., and was charged something over \$100 for each coach, and the charge to Salt Lake City must be at least \$150 each coach. The increased expenses of running a four-horse line over and above that of a two-horse line will vary some on account of the roughness of the country and the weight of the mails, etc., but will average about 75 per cent. more to run four horses than a two-horse line. And further that I have no interest, direct or indirect, in this claim.

F. P. SAWYER.

Subscribed and sworn to before me (interlineations made at time of attestation).

[SEAL.]

CHAS. CONS. CALLAN,
Notary Public.

Your committee, however, are of the opinion that this claim should be adjudicated in the Court of Claims, and they report back the following bill as a substitute for such bill 726 and recommend its passage. It is made to appear to your committee that Chauncy M. Lockwood is deceased, and that J. W. Hodson is the duly appointed and qualified administrator of his estate.

H. Rep. 4070—2

